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AGREEMENT

BY AND BETWEEN

THE

Hudson County Bd. of Chosen Freeholders

THE COUNTY OF HUDSON

AND

NEW JERSEY STATE POLICEMEN'S BENEVOLENT

ASSOCIATION, LOCAL NO. 51

X July 1, 1980 through June 30, 1982

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PREAMBLE

It is the intention of both the County of Hudson, hereinafter referred to as the "County", and the New Jersey State Policemen's Benevolent Association, Local No. 51, hereinafter referred to as the "Association", that this Agreement effectuate the policies of Chapter 303, of the Laws of 1968, as amended by Chapter 123 P.L. of N.J. 1974, N.J.S.A. 34:13A-1 et seq., hereinafter referred to as Chapter 303, and be construed in harmony with the rules and regulations of the New Jersey Civil Service Commission.

WHEREAS, the Association has presented proof that it represents a majority of public employees in an appropriate negotiating unit as provided by N.J.S.A. 34:13A-5.3;

WHEREAS, the County and the Association have conducted negotiations in good faith with respect to grievances, and terms and conditions of employment;

This Agreement is entered into by and between the County of Hudson and the New Jersey State Policemen's Benevolent Association Local No. 51.

IT IS AGREED AS FOLLOWS:

ARTICLE I

RECOGNITION

1.1 BE IT RESOLVED, by the County of Hudson, pursuant to the provisions of Chapter 303 of 1968 as amended by Chapter 123 P.L. of N.J. 1974, Public Laws of the State of New Jersey, known as the New Jersey Employer-Employee Relations Act, the County hereby agrees to continue to recognize the New Jersey State Policemen's Benevolent Association, Local No. 51, as the exclusive majority representative for collective negotiations concerning the terms and conditions of employment for all Patrolmen, Detectives, and Photographers, but excluding Sergeants, Lieutenants, Captains, Inspectors, Deputy Chiefs, Police Chiefs, other Superior Officers and all others.

1.2 References to male officers shall include female officers.

ARTICLE II

VACATIONS

2.1.A. Employees hired January 1, 1980 and later covered by this Agreement shall be granted the vacation schedule below:

1st year of employment - one (1) day per month up to September 30th of the first year;

Beginning the second calendar year of employment through the fifth calendar year, twelve (12) working days;

Beginning the sixth calendar year through the fifteenth calendar year, fifteen (15) working days;

Beginning the sixteenth calendar year through the thirtieth calendar year, twenty (20) working days;

Beginning the thirty-first calendar year and thereafter, twenty-five (25) working days.

B. Employees hired prior to January 1, 1980 and covered by this Agreement shall be granted the vacation schedule below:

After one (1) year of service	15 working days
Starting 16th year of service	20 working days
Starting 31st year of service	25 working days

ARTICLE III

HOLIDAYS

3.1        The County agrees to pay the members of the bargaining unit thirteen (13) days' pay as payment for holidays. Members of the bargaining unit who were not employees of the County for the full year shall receive a pro rata payment. The payment required by this provision shall be made in the first payroll in December.

ARTICLE IV

SALARIES

4.1 Effective July 1, 1980, the annual salary of each employee shall be increased \$900.00 per annum.

4.2 Effective July 1, 1981, the annual salary of each employee shall be increased \$850.00 per annum.



ARTICLE V

MANAGEMENT RIGHTS

5.1 The County, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations:

A. to direct the employees of the County;

B. to hire, promote, transfer, assign, and retain employees in positions, and to suspend, demote, discharge, or take other disciplinary action against employees;

C. to relieve employees from duties because of lack of work, or for other legitimate reasons;

D. to maintain the efficiency of the department operations entrusted to them;

E. to determine the methods, means, and personnel by which such operations are to be conducted; and

F. to take whatever actions might be necessary to carry out the mission of the County.

ARTICLE VI  
ASSOCIATION RIGHTS

6.1.A. Authorized representatives of the PBA shall be permitted to visit the offices of the Chief of Police and other County Departments in order to determine whether or not the provisions of this Agreement are being complied with. The representatives of the PBA should give proper notice to the Chief or to the Directors of the various County Departments as to when the visit will take place.

B. In the event any officer in the Department wishes to have a PBA representative present while on duty, that authorized PBA representative shall be released from whatever duties he is performing and shall be permitted to attend to the immediate problem of the member of the bargaining unit.

C. Authorized representatives of the PBA, Local 51, shall be entitled to time off to attend conventions of the State PBA and the International Conference of Police Associations. Said time off shall be without loss of pay and shall be for the duration of the conventions, plus reasonable travel time to and from.

D. The President and State Delegate of Local 51 shall be entitled to time off without loss of pay to attend Local, State and County meetings of the PBA.

ARTICLE VII  
DUES CHECK-OFF

7.1        The County agrees, in accordance with State Statutes and Administrative Regulations, to deduct Association dues and to remit such monies upon collection to the Treasurer of the Association.

ARTICLE VIII

AGENCY SHOP

8.1        Upon the request of the Association, the County shall deduct a representation fee from the wages of each employee who is not a member of the Association.

8.2        These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after reentry into employment in the unit.

8.3        The amount of said representation fee shall be certified to the County by the Association, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Association to its own members.

8.4        The Association agrees to indemnify and hold the County harmless against any liability, cause of action or claims of loss whatsoever arising as a result of said deductions.

8.5        The County shall remit the amounts deducted to the Association monthly, on or before the 15th of the month following the month in which such deductions were made.

8.6           The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system, or if membership is not so available, the County shall immediately cease making said deductions.

ARTICLE IX

OVERTIME

9.1        The County agrees for the duration of this Agreement to continue its practices with respect to overtime compensation at the rate of time and one-half (1 1/2) within one (1) month.

ARTICLE X

COURT APPEARANCES

10.1 Any member of the Association shall receive \$15.00 for each appearance in a municipal court of the State and \$25.00 for each appearance in any State court or Grand Jury or Motor Vehicle of the State subject to the following provisions:

A. that such appearance shall be directly related to or resulting from the duties of a member of this Association;

B. that such appearances are legitimate in that they are made in accordance with a proper function of the duties and responsibilities of a member of the Association;

C. that such appearances shall be required;

D. that the maximum amount of money to be expended by the County on such appearances is \$20,000.00 each year of this Agreement, and when such an amount is expended with any calendar year of this Agreement then such payments shall cease; and

E. that if such funds are expended, the members of the Association shall still be required to make court appearances just as if such funds are still available.



ARTICLE XI

SICK LEAVE

11.1 For the duration of this Agreement the County agrees to continue its current practices with respect to sick leave compensation.

ARTICLE XII

HEALTH BENEFITS AND INSURANCE

12.1 The insurance and health benefit levels in effect at the time of the signing of this Agreement shall remain in effect until June 30, 1982 and thereafter unless the County and the Union mutually agree to any change.

12.2 Effective January 1, 1979, the County shall improve the prescription drug program to provide a \$1.00 co-pay benefit level.

12.3.A. Effective July 1, 1979, the County shall establish the basic County dental program which shall be at a benefit level of the Blue Cross/Blue Shield basic plan benefit level. This County basic dental program shall be provided for the employee and spouse; in the case of an employee who is without spouse but with dependent children and is so covered for the health insurance, such employee may elect the employee and children program.

B. Effective July 1, 1981, the dental plan shall be expanded to provide full family coverage.

12.4 Effective July 1, 1979, the County life insurance program shall be increased to a benefit level of \$5,000.00.

12.5 The parties agree that the County shall have the unilateral right to select the insurance carrier and program and/or self insure in its sole and absolute discretion. Any dispute dealing with the selection of insurance carrier, program, or decision to self insure shall not be subject to the Grievance Procedure. No reduction in benefit level shall result.

ARTICLE XIII

LEAVES OF ABSENCE

13.1 For the duration of this Agreement the County agrees to continue its existing practices with respect to funeral leave and military leave.

13.2 Employees shall receive three (3) days off per year in lieu of weekend differential pay. These days shall be cumulative in the same manner as vacation days.

ARTICLE XIV

DISCIPLINE

14.1      Disciplinary action may be imposed upon  
an employee for just cause.

ARTICLE XV

GRIEVANCE AND ARBITRATION PROCEDURE

15.1 A "grievance" shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to the alleged violation of, interpretation or application of any of the provisions of this Agreement.

15.2 A grievance to be considered under this procedure must be initiated by the employee within thirty (30) working days from the time the employee knew or should have known of its occurrence.

15.3 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits, after receiving written answer, shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

15.4 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules

and regulations of the County until such grievance has been fully determined.

STEP ONE:

The grievance shall be discussed by the employee involved and the Association Representative with the immediate supervisor designated by the County. The answer shall be in writing and made within three (3) days by such immediate supervisor, to the Association.

STEP TWO:

If the grievance is not settled through Step One the same shall within five (5) working days be reduced to writing by the Association and submitted to the department head, or any person designated by him, and the answer to such grievance shall be in writing, with a copy to the Association within five (5) days of submission.

STEP THREE:

If the grievance is not settled at Step Two then the Association shall have the right within five (5) working days of the receipt of the answer at Step Two to submit such grievance to the County. A written answer to such grievance shall be served upon the individual and the Grievance Committee within seven (7) calendar days after submission.

STEP FOUR:

If the grievance is not settled through Step Three then the aggrieved shall have the right within ten (10) working days to pursue all legal remedies afforded by the provisions of the Civil Service Act.

If the grievance is not settled at Step Three and the aggrieved does not elect to pursue his grievance under the provisions of the Civil Service Act, then the Association shall have the right within ten (10) working days to submit such grievance to an arbitrator. The arbitrator shall be Joseph F. Wildebush, Wayne, New Jersey. If Mr. Wildebush is unable to hear the case within twenty-one (21) days of submission, the dispute shall be submitted to the American Arbitration Association. The arbitrator shall have full power to hear the dispute and make a final determination, which shall be binding on both parties. The arbitrator does not have the right to add to, subtract from or modify this Agreement in any manner. Each party shall bear its own costs of the arbitration but the costs of the arbitration shall be borne by the County and the Association equally.

The Association President, or his authorized representative may report an impending grievance to



the County in an effort to forestall its occurrence.

15.5      NO-STRIKE PLEDGE:

Since adequate grievance procedures are provided in this Agreement, the Association agrees that it will not engage in, encourage, sanction or suggest strikes, slowdowns, mass resignations or mass absenteeism, or, other similar action which would involve suspension of work that may disturb or interfere with the orderly operation of the Department.

15.6      Nothing herein shall prevent any employee from processing his own grievance, provided the Grievance Committee may be present as observer at any hearing on the individual's grievance.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

16.1        Should any provision of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision.

16.2        The representatives of the County and of the Association may, by mutual consent, adopt written memoranda covering in more specific terms the interpretation or application of this Agreement in order to make it more suited to a specific bargaining unit or for other special circumstances. Such memoranda shall not conflict with this Agreement, the latter being the controlling fact should any dispute arise.

16.3        It is the intention of both the County and the Association that this Agreement effectuates the policies of Chapter 303 of the Laws of 1968, N.J.S.A. 34:13A-1 et seq., and be construed in harmony with the rules and regulations of the New Jersey Civil Service Commission.

16.4 A request on a white report submitted to the Chief by a unit member shall be returned by the Chief to the unit member within ten (10) days of such submission.

16.5 The County shall provide, at its expense, a copy of this Agreement to each unit member.

ARTICLE XVII  
UNIFORM ALLOWANCE

17.1 The County shall provide for the period of this Agreement that employees in the bargaining unit holding the rank of patrolman shall be provided with \$300 per annum which they shall receive in cash, and is to be used for uniforms at their discretion.

17.2 Officers who were not on the payroll effective January 1st shall receive a pro rata amount.

17.3 The payment of cash shall be paid in the June payroll.

ARTICLE XVIII

RECALL

18.1 In the event that members of the Association are recalled to duty in the event of an emergency, those members who respond to such recall shall each be paid a minimum of four (4) hours' pay.

ARTICLE XIX

LONGEVITY

19.1 The County of Hudson, recognizing the importance of long-term employees of the County of Hudson sets forth the following longevity program:

A. For employees with more than five years of service but not more than ten years of service - \$200 per annum;

B. For employees with more than ten years of service but not more than 15 years of service - \$400 per annum;

C. For employees with more than 15 years of service but not more than 20 years of service - \$600 per annum;

D. For employees with more than 20 years of service but not more than 25 years of service - \$800 per annum;

E. For employees with more than twenty-five (25) years of service - \$1,000 per annum.

19.2 The longevity program shall be implemented only for full-time employees. Employees working less than a regular full-time schedule shall not be eligible for longevity.

19.3 The Longevity Program shall survive the expiration of this contract for all employees.

ARTICLE XX

RETIREMENT ALLOWANCE

20.1 Effective June 30, 1978, the County shall establish a retirement leave payment. The retirement leave payment for an employee shall be calculated at the rate of one (1) day's pay for each three (3) days of unused annual accumulated sick leave. The maximum retirement leave payment to any one employee shall not exceed Three Thousand (\$3,000.00) Dollars.

20.2 If an employee retires, but dies prior to the payment of the retirement leave, or if an employee works past the normal date of retirement and dies prior to retirement, the County shall pay to the employee's estate the retirement leave pay.

20.3 If the current budget does not permit immediate payment upon retirement, then such payment may be made after November 15th but in no event later than the following January.



ARTICLE XXI

OUTSIDE EMPLOYMENT

21.1 Members of the bargaining unit covered by this Collective Bargaining Agreement shall be permitted to secure outside employment while off duty, provided such outside employment is not in violation of the law.

ARTICLE XXII

MOTOR VEHICLE ACCIDENT REVIEW BOARD

22.1 The Motor Vehicle Accident Review Board shall not have punitive or regulatory powers. If any member is involved in an accident and the matter comes before the Motor Vehicle Accident Review Board, the member shall have the right to appear before the entire Review Board and present his version of the accident. In the event the Review Board determines that the accident was preventable, and that information is entered in the police officer's file, the police officer shall have a right to reduce his version of the accident to writing and have his version also inserted in his file along with the report of the Review Board.

ARTICLE XXIII

WORK SCHEDULE

23.1 The normal work day for members of the bargaining unit is 8 1/4 hours, with no split shifts. The following schedule of normal shift assignments is to remain in effect for the duration of this Agreement.

EFFECTIVE AT 12:01 A.M., MONDAY, OCTOBER 22, 1979, THE DEPARTMENT DUTY SCHEDULE SHALL BE AS FOLLOWS:

DAY TOUR	7:45 A.M. - 3:45 P.M.
MID-DAY TOUR	10:45 A.M. - 6:45 P.M.
EVENING TOUR	3:45 P.M. - 11:45 P.M.
MIDNIGHT TOUR	11:45 P.M. - 7:45 A.M.

ARTICLE XXIV

DURATION OF AGREEMENT

24.1 The provisions of this Agreement shall be effective July 1, 1980, except as herein provided, and shall continue and remain in full force and effect to and including June 30, 1982, when it shall expire unless an extension is agreed to by both parties and expressed in writing prior to such date. If either party wishes to terminate, amend, or otherwise modify the terms and conditions set forth herein at the time of expiration, he must notify the other party in writing not less than sixty (60) days prior to such expiration date.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective representatives and appropriately attested, all on this 16<sup>th</sup> day of Dec, 1981.

NEW JERSEY POLICEMEN'S  
BENEVOLENT ASSOCIATION,  
LOCAL NO. 51

COUNTY OF HUDSON

P.O. Thomas Lelichen 12-9-81

Edward F. Clark, Jr.  
Edward F. Clark, Jr., County  
Execut.

P.O. Michael Fenwick 12-9-81